

March 10, 1975

Maricopa County Board of Supervisors  
County Governmental Complex  
111 So. Third Avenue  
Room 603  
Phoenix, Arizona 85003

Attn Rhea Woodall  
County Clerk

Re Agreement - Installation and Maintenance  
of Traffic Signals and Highway Lighting  
Intersection of U.S. 80 & 99th Avenue  
County of Maricopa

Gentlemen

Forwarded herewith is an original fully-executed  
Agreement as referenced above.

This is for your files.

Very truly yours,

WM. N. PRICE  
State Engineer

EUGENE F. IRELAND  
Traffic Engineer  
Traffic Operations Services

EFL:bh  
Enc.

cc M. C. Livesay  
Joseph Dorbin

March 10, 1975

TO: C. W. HOOPER, Assistant Director  
Administrative Services Division

FROM: TRAFFIC OPERATIONS SERVICES  
Traffic Engineering Section

RE: Agreement - Installation and Maintenance  
of Traffic Signals and Highway Lighting  
Intersection of U.S. 80 and 99th Avenue  
County of Maricopa

Transmitted herewith is an original + one copy of the  
referenced agreement for your files.

Attachments (2)

TO: External Audit Branch

THRU: OSCAR T. LYON, JR., Chief Deputy State Engineer

FROM: CARLIE BOWMER, Assistant State Engineer

SUBJECT: Agreement

Project: Installation and Maintenance of  
Traffic Signals and Highway Lighting

Highway: Intersection of U. S. 80 and 99th Avenue

Section: \_\_\_\_\_

Document Number: \_\_\_\_\_

Principal: Maricopa County

ARIZONA DEPARTMENT OF TRANSPORTATION  
Highways Division - Traffic Engineering Section

Signature: Carlie Bower  
Title: Assistant State Engineer

Preaudit Report No. \_\_\_\_\_ Date: \_\_\_\_\_

The subject documents were preaudited by the External Audit Branch in accordance with departmental procedures. No exceptions were taken.

STAFF AUDITOR

Approved:

EXTERNAL AUDIT MANAGER

AHD 2-951 5-71

RECEIVED

FEB 27 1975

TRAFFIC OPERATIONS  
PHOENIX

January 24, 1975

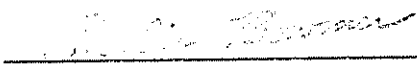
TO: MILEM LIVESAY  
District Engineer

FROM: CARLIE BOWMER  
Assistant State Engineer

RE: Agreement - Installation and Maintenance  
of Traffic Signals and Highway Lighting  
Intersection of U.S. 80 and 99th Avenue  
Maricopa County

Transmitted herewith is an original and one copy of the above-captioned agreement with the County of Maricopa for your use in securing the necessary signatures from the County.

Upon receipt of the County's approval, please return both copies of the agreement to this office for further processing.

  
\_\_\_\_\_

CB:js  
Attachments

cc: Oscar T. Lyon, Jr.  
E.F. Ireland

RECEIVED  
JAN 24 1975  
TRAFFIC OPERATIONS  
PHOENIX

January 22, 1975

TO: JOHN AMEY  
Chief Counsel

FROM: CARLIE BOWMER  
Assistant State Engineer

ATTN: JOHN L. JONES  
Assistant Attorney General

RE: Agreement - Installation and Maintenance  
of Traffic Signals and Highway Lighting  
Intersection of U. S. 80 and 99th Avenue  
County of Maricopa

Transmitted herewith is an original and one copy of  
a Traffic Signal and Highway Lighting Maintenance Agreement  
with the County of Maricopa, for your approval as to form.

When approved, please return to this office for  
further processing.

CB:js  
Attachments

cc: Oscar T. Lyon, Jr.  
Milem Livesay

RECEIVED  
JAN 23 1975  
TRAFFIC OPERATIONS  
PHOENIX

HIGHWAYS DIVISION

January 21, 1975

TO: CARLIE BOWMER  
Assistant State Engineer

FROM: EUGENE F. IRELAND  
Traffic Engineer  
Traffic Operations Services

BY: ADRIAN POLLOCK  
Ass't. Traffic Engineer  
Electrical Branch


RE: Agreement - Installation and Maintenance  
of Traffic Signals and Highway Lighting  
Intersection of U.S. 80 and 99th Avenue  
County of Maricopa

Transmitted herewith for processing is an original and one copy of the Agreement referenced above.

The "save harmless" clause of this Agreement has been revised to conform to that agreed upon between Maricopa County and Traffic Operations.

AP:AG:bh  
Atts.

cc: Miley C. Livesay

  
\_\_\_\_\_

1-21-75  
1-21-75  
1-21-75

THIS AGREEMENT, made and entered into by and between the STATE OF ARIZONA acting by and through its Department of Transportation, as party of the first part, and the COUNTY OF MARICOPA, as party of the second part.

RECITALS:

For the safety and protection of the traveling public, it is necessary and desirable that certain improvements be made on the State Highway System in the COUNTY OF MARICOPA. These improvements shall include, but not be limited to, the installation and maintenance of traffic signals and highway lighting at the intersection of US 80 and 99th Avenue.

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the operation and maintenance of the said improvements in the manner herein-after stated, and

WHEREAS, it is the desire of the parties hereto to proceed with and set out in writing their understandings and agreements pursuant to which the said improvements shall be made and subsequently operated, maintained and replaced.

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the County agrees:

1. To provide and set aside sufficient funds to defray the costs of the installation, operation and maintenance of said improvements on the State Highway System within the County.
2. To pick up at the Department of Transportation yard in Phoenix and to deliver to the site of the work, all electrical materials, traffic signal equipment and other apparatus as necessary for the installation of said improvement.
3. To install in a good workmanlike manner, and in accordance with the Arizona Department of Transportation Traffic Signal and Highway Lighting Systems Standard Drawings, General Specifications for Traffic Signal and Highway Lighting Systems, and the Traffic Control Manual for Construction and Maintenance, incorporated herein by reference, all the electrical materials and apparatus necessary for completing the improvements at the aforementioned location. Work shall include, but not be limited to, all necessary excavation,

backfill, pavement and sidewalk replacement as necessary, and painting of all equipment as required and as specified in the above publications.

4. To return all unused materials to the Department of Transportation yard in Phoenix upon completion of the work.

5. To permit the State or its authorized agent to inspect all equipment installed on the State Highway System within the County.

6. To furnish all labor, tools, and construction equipment necessary to replace damaged or defective materials and apparatus, and when deemed necessary and with the approval of the State, to install additional apparatus as may be required; all materials and apparatus, whether replacements or additions, to be State furnished.

7. To provide each year sufficient funds necessary for the complete maintenance and operation of the said installation. Various items of maintenance shall include, but not be limited to the following:

- (a) Replace lamps semi-annually or as required by burn-out with approved long-life signal lamps. Lamps to be furnished by the State.
- (b) Signal lenses and reflectors shall be thoroughly cleaned semi-annually, or sooner if required.
- (c) Signal heads, brackets, poles, posts, control boxes, housings, and conduits above-ground shall be repainted every 2 years, or sooner if required, to prevent corrosion and to maintain the good appearance of the equipment. Paint shall be State approved as to quality and color, and to be furnished by the State.
- (d) The signal heads shall be focused as required.
- (e) Detailed maintenance records shall be kept and analyzed at regular intervals to determine future maintenance policies. Maintenance records shall include the date that each of the following was accomplished: cleaning, lamp replacing, painting and similar items for each installation. Maintenance records shall be available for inspection by the Department of Transportation.



(f) Furnish electrical energy.

(g) To pay installation charges for telephone circuit used in the signal interconnect circuit, (when so utilized).

(h) To pay monthly telephone charges for interconnect circuit, (when so utilized).

8. That maintenance shall continue until such time as, by mutual agreement, it is no longer necessary or desirable.

9. In the event of any future County initiated construction projects involving the above-referenced intersection, the project plans shall include all details for the relocation and/or modification of any or all signal and/or illumination equipment, and such plans shall be submitted to the State for approval. All costs of this work shall be at the County's expense.

10. That any proposed modifications of traffic signals and/or highway lighting located on the State Highway System shall be based on and supported by traffic studies. All proposed modifications shall be submitted to the State for approval.

## ARTICLE II

IN CONSIDERATION of the covenants herein contained and the faithful performance thereof, the State agrees:

1. To furnish all materials, traffic signal equipment, and other apparatus as necessary for said improvements.

2. To provide inspection during installation and engineering consultation as may be required during installation and subsequent maintenance of the signal system.

3. In future major State initiated construction projects on the State Highway System within the County, the project plans shall include all details for the relocation and/or modification of any or all signal and/or illumination equipment, and such plans shall be submitted to the County for its review. All costs of such work shall be at the State's expense.

4. To furnish replacements for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required, based upon and supported by future traffic studies.

5. To operate and maintain the traffic signal controller and housing unless the State requests the County to assume this responsibility and the County, by written notice, concurs.

### ARTICLE III

1. IN CONSIDERATION of these premises, it is mutually agreed: the State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated, and the County shall indemnify, save harmless, and defend the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said County or on account or in consequence of any neglect in safe-guarding the work; or because of any act or omission, neglect or misconduct of any employee of said County in accomplishing the work; or through the use of materials furnished by the State in constructing the work which may be determined by reasonable inspection upon receipt of said materials to be patently deficient and unacceptable. It is the understanding of these parties that certain materials furnished by the State in constructing the work may prove satisfactory after installation and reasonable testing but may subsequently prove defective due to factors beyond the control of the parties. In that event, the parties shall jointly defend their respective interests from all suits, actions or claims arising therefrom.

2. This contract shall remain in force and effect until such time as either party hereto notifies the other of its intent to no longer be bound by the agreements and provisions hereto contained. Such notification shall be by registered mail and the contract shall be of no force and effect thirty (30) days subsequent to the receipt of such notice. It is further understood and agreed that all work required to be done under this contract in excess of funds now appropriated and budgeted for this purpose shall not be done nor any obligation incurred therefore until such time as additional funds are appropriated and budgeted. In the event funds are not appropriated by either party for continuance of the terms set forth herein, the party not budgeting additional funds shall notify the other party within thirty (30) days of the expiration of the currently budgeted funds so that appropriate arrangements may be made for the proper continuance of the work, and no right of action or damages shall accrue to the benefit of the parties hereto as to that portion of the contract that may so become null and void.

3. The obligations undertaken by the respective parties hereto are of such a nature that they are annually included within a portion of each respective party's budget, and therefore there need not be a separate budget established to finance those expenditures set out in this agreement.

4. It is understood by both parties hereto that upon the termination of this agreement for any cause whatsoever, all properties which are the subject matter of this agreement are declared to be property of the Arizona Department of Transportation.

5. Any disposal of properties subject to this agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

#### ARTICLE IV

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, the COUNTY OF MARICOPA on the 15th day of February, 1975 and the STATE OF ARIZONA, acting by and through its Arizona Department of Transportation on the 4th day of March, 1975.

STATE OF ARIZONA

WM. N. PRICE  
State Engineer

Oscar T. Lyon, Jr.  
OSCAR T. LYON, JR.  
Chief Deputy State Engineer

MARICOPA COUNTY

Supv. - Chairman  
SUPV. - CHAIRMAN

Attest:

County Clerk  
County Clerk

SUPV. - MEMBER

SUPV. - MEMBER